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10-6-1987

School Board Independent School District No. 279 and Osseo Federation of Teachers, American Federation of Teachers, AFL- CIO, Local 1212 (1987)

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School Board Independent School District No. 279 and Osseo Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1212 (1987)

Keywords

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AGREEMENT
ON
"TERMS AND CONDITIONS OF EMPLOYMENT"
FOR 1987-88 AND 1988-89

BETWEEN
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 279
MAPLE GROVE, MINNESOTA

OSSEO FEDERATION OF TEACHERS
LOCAL 1212
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For Osseo Federation of Teachers

Marionise Koerber
President

Richard G. Norton
Chief Teacher Negotiator

Don Knudsen
Chief Teacher Negotiator

Larry Seewert
Executive Director

For Independent School
District No. 279

Clair W. Coughlan
Chairperson

Patience H. Hall
Clerk

Richard D. Axelrod
Chief Board Negotiator

Robert O. Olson
Director of Personnel

Dated this 6th day of
October, 1987.

Dated this 6th day of
October, 1987.

Addresses of Official Notice:

SCHOOL BOARD:

Office of the Superintendent of Schools
Independent School District No. 279
11200 - 93rd Avenue North
Maple Grove, Minnesota 55369

OSSEO FEDERATION OF TEACHERS

7420 Unity Ave. North #114
Brooklyn Park, MN 55443

6/89

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**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Osseo Federation of Teachers, Local 1212, American Federation of Teachers, AFL-CIO, hereinafter referred to as the OFT, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for members of the Teacher Bargaining Unit, hereinafter referred to as teachers, during the term of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes the OFT as the exclusive representative of teachers employed by the School Board of Independent School District 279. The OFT shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The OFT shall represent all teachers of the District as defined in this Agreement and in the PELRA.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School Board's personnel policies affecting working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School Board. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: Shall mean any person employed by the School Board in a position requiring certification as a professional teacher by the State Board of Education. The term teacher as used herein shall not include superintendent, assistant superintendent, management personnel, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School Board: For purposes of administering this Agreement the term "School Board" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The School Board has the right and obligation to manage efficiently and conduct the operation of the School Board within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the

expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Dues Check-Off: Teachers shall have the right to request dues check-off for one local teacher organization of their selection.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card of the teacher, the School Board shall deduct from the teacher's paycheck the dues which the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Such authorization card may be filed at any time with the payroll department and deductions will begin no later than the second pay period following the date the authorization card is filed.

Subd. 2. Term of Authorization: The authorization card for dues deduction as agreed upon between the OFT and the School Board shall be provided by the School Board. Authorization cards will be filed with the payroll department by the teacher organization and shall continue in effect until revoked by the teacher on a form provided by the School Board. Such revocation form shall be delivered to the payroll department by the teacher by certified mail. Such revocation shall be submitted at least thirty (30) days in advance of such revocation. A copy of any revocation shall be forwarded to the president of the appropriate local teacher organization.

Subd. 3. Notification: At least sixty (60) days prior to the beginning of the school year each teacher organization shall give written notification to the payroll department of the School District of the amount of its dues which are to be deducted from each teacher in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during the school year.

Subd. 4. Schedule of Deductions: Such deductions shall be in equal installments. The number of equal installments shall be the number of pay days remaining of the first eighteen (18) regular pay days of the school year as determined under

Subd. 1 of this Section. For continuing authorizations, the number of equal installments shall be eighteen (18) subject to Subd. 2 of this Section. The School Board shall forward each pay period such dues deducted the previous pay period along with a list of the names of the teachers from whom deductions were made, to the treasurer of the appropriate local teacher organization.

Section 4. Fair Share Fee: In accordance with PELRA, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 1. Authorization: The exclusive representative shall provide written notice of the amount of the fair share fee assessment and a list of individuals to be assessed to the Director of the Bureau of Mediation and the School Board (payroll department). Each teacher to be assessed the fair share fee will also be notified in writing.

Subd. 2. Challenge: A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Director of the Bureau of Mediation, the School Board, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School Board shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School Board pending a decision by the Director of the Bureau of Mediation, PERB, or court. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 3. Claims Against the School Board: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of negligence of the OFT in the deduction of the fair share fee specified by the exclusive representative as provided herein.

Subd. 4. Schedule of Deductions: Deductions shall be made as provided for in Article V, Section 3, Subd. 4.

Section 5. Credit Union Deductions: Teachers shall have the right to request payroll deductions for one of two credit unions selected by the OFT Negotiations Council.

Subd. 1. Authorization: Upon receipt of properly executed authorization card of the employee, the School Board shall make the designated deduction per paycheck. However, in no event shall the authorized amount cause a net payroll check of less than sixty dollars (\$60) to be written.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the teacher and shall continue in effect until revoked by the employee on a form provided by the School Board (payroll department). Application for credit union deduction shall be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Section 6. COPE Deduction: Teachers shall have the right to request a payroll deduction as a method of contributing to the OFT COPE.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card of the employee, the School Board will make the designated deduction per paycheck.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the teacher and shall continue in effect until revoked by the employee on a form provided by the School Board (payroll department). Application for COPE deduction shall be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Subd. 3. Schedule of Deductions: Deductions shall be made as provided for in Article V, Section 3, Subd. 4.

Section 7. Open Files:

Subd. 1. All individual teacher evaluations and individual teacher files generated within the School District shall be available to the teacher during regular School District hours upon the teacher's request in accordance with Minnesota Statutes.

Effective January 1, 1976, all evaluations and files wherever generated, relating to the individual teacher shall be available to the individual teacher upon the employee's request.

Subd. 2. Such request shall be made to the personnel department. The personnel department shall schedule an appointment for the teacher to review the teacher's file and shall notify the teacher of such appointment.

Subd. 3. The teacher and a personnel department representative shall document the file content before the teacher is given the file for review. All such reviews shall take place in the personnel office. The teacher and personnel department representative shall document the contents of the file at the termination of the review.

Subd. 4. The teacher shall have the right to a copy of any of the contents of his/her files at the teacher's expense.

Subd. 5. The teacher may submit for inclusion in his/her file a written response to any material contained in such file.

Subd. 6. The School Board may destroy such files as provided by law.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. 1987-88 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period July 1, 1987 through June 30, 1988.

Section 2. 1988-89 Salary Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the period July 1, 1988 through June 30, 1989.

Section 3. Status of Salary Schedules: The salary schedules shall not be construed as part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the commencement of school in 1989, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. A teacher's advancement is subject to the right of the School Board to withhold increments, lane changes, or other salary increases for good and sufficient grounds. A teacher's advancement shall not be withheld unless the teacher shall have failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of teachers on the appropriate salary schedules.

Subd. 1. Horizontal Lane Movement: These training requirements pertain to the classification listed in Subd. 2.

- a) Horizontal movement on the teacher salary schedule due to change in approved professional training, will be recognized as effective on the beginning of the work year and February 1 of each school year. Such approved training completed prior to the beginning of the school year shall qualify. Teachers will submit "Change of Status" request upon completion of approved

training and shall provide transcript verification at the earliest practical date but not later than October 1 and/or March 1. Verification of approved training completed prior to the above dates will qualify the teacher for horizontal lane movement as of the beginning of the work year or February 1. For purposes of horizontal lane movement, February 1 shall be construed to be one-half (1/2) of the school year.

- b) Credits earned for horizontal movement on the teacher salary schedule may consist of "graduate school credits" and/or in-service and non-college courses. Graduate school credits and/or graduate programs used for horizontal lane movement shall be related to the field(s) in which the teacher is currently teaching and must have written prior approval of the director of personnel.
- c) Prior approval must be obtained for the master's degree in the teaching field classification. This written approval of the graduate program should be obtained as soon as possible. However, not more than fifteen (15) graduate credits may be applied toward this classification without prior program approval of the director of personnel.
- d) In-service and non-college courses shall be recommended to the director of personnel by the Professional Growth Committee. Such in-service and non-college courses shall be approved by the director of personnel prior to these courses being offered. In-service and non-college courses offered and used for horizontal lane movement shall be related to the field(s) in which the teacher is currently teaching and have the written prior approval of the director of personnel.
- e) Fifteen (15) credits are required for a lane change. A minimum of nine (9) approved graduate credits is required for a lane change. Approved in-service and non-college credits may be granted to a maximum of six (6) credits. Teachers serving on Top Priority Activities, Special Project Committees and District Task Force Committees shall receive one (1) in-service credit for each ten (10) hours of participation. Classifications attained prior to June 30, 1979, shall not be affected by this provision. However, all classification changes from July 1, 1979, shall be so governed. Classifications attained prior to June 30, 1975, shall not be affected by this provision. Classifications attained between July 1, 1975 and June 30, 1979, shall not be affected by this provision.
- f) Teachers who are involuntarily transferred as a result of the process commonly referred to as "Stranding,"

who have attained Salary Classification's V thru VIII, shall maintain their classification and all the benefits thereof.

Subd. 2. Classification of Salary Schedule:

- a) Classification I - Bachelor's Degree: Completion of a four (4) year course with the granting of a degree such as B.A., B.S., B.E., or a degree of equal value.
- b) Classification II - Bachelor's Degree plus fifteen (15) graduate credits: Completion of a four (4) year course with the granting of a degree, plus fifteen (15) graduate credits in the individual's teaching field or in an immediately related subject.
- c) Classification III - Bachelor's Degree plus thirty (30) graduate credits: Completion of a four (4) year course with the granting of a degree, plus thirty (30) graduate credits in the individuals teaching field or in an immediately related subject.
- d) Classification IV - Master's Degree with major not in teaching field: B.A. plus forty-five (45) graduate credits in teaching field, or in an immediately related subject or fifth year program. Fifth year programs completed in special areas of instruction, such as programs for educable and trainable children, and teachers having accreditation and certification from the National Corrective Therapy Association and also are assigned in the area of Adaptive Physical Education. These programs must receive approval of the superintendent of schools before placement on the schedule.
- e) Classification V - Master's Degree in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value. The Master's Degree major must be in the field in which the teacher is now doing his/her teaching. Master's Degree programs in special education and guidance/counseling shall be considered in this field.
- f) Classification VI - Master's Degree in the teaching field plus fifteen (15) graduate credits in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value, plus fifteen (15) graduate credits in the teaching field.
- g) Classification VII - Master's Degree in the teaching field plus thirty (30) graduate credits in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a

degree of equal value plus thirty (30) graduate credits in the teaching field.

- h) Classification VIII - Master's Degree in the teaching field plus forty-five (45) graduate credits in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value, plus forty-five (45) graduate credits in the teaching field, or Specialist's Degree in the teaching field. Level II certified social workers who have been assigned to that position shall be placed in this classification.
- i) Credits referred to in this Section are quarter-hour credits. One (1) semester-hour credit is equivalent to 1-1/2 quarter-hour credits.

Subd. 3. Increment Advancement:

- a) Any faculty member changing from non-degree status to the B.A. degree lane shall be placed on Step 8 of that lane.
- b) The School Board shall grant advancement on the salary schedule for teaching experience effective at the beginning of the work year, subject to the conditions as stated in Article XIV, Duration. A minimum of one (1) full semester's teaching in this District in any year of teaching shall be required to qualify for a year's experience. Exceptions to increment increases shall comply with Minnesota Statutes.

**ARTICLE VII
EXTRA COMPENSATION**

Section 1. Extra-Curricular Schedule for 1987-89: The wages and salaries reflected in Schedule C attached hereto, shall be a part of this Agreement.

Subd. 1. Assignment to Extra-Curricular Activities: As defined in the PELRA, teachers may apply for and/or be assigned by the administration as advisors, sponsors, or coaches of the activities listed in Schedule C. When an opening exists, qualified volunteers within the building will be given consideration before an assignment is made. Payments as reflected in Schedule C shall be made separate and apart from the basic salary schedule.

Section 2. Compensation for Extra Time for 1987-89: The wages and salaries reflected in Schedule D, attached hereto, shall be a part of this Agreement.

Subd. 1. Assignment to Extra Time Duties: As defined in the PELRA, teachers may apply for and/or be assigned by the administration to the extra time duties listed in Schedule D

which requires work beyond the regular school year or the regularly assigned week. Payments as reflected in Schedule D, shall be made separate and apart from the basic salary schedule.

Section 3. Salaries for Department Chairpersons for 1987-89: The wages and salaries reflected in Schedule E attached hereto, shall be a part of this Agreement.

Subd. 1. As defined in the PELRA, teachers may apply for and/or be assigned by the administration as department chairpersons. Payments, as reflected in Schedule E, shall be made separate and apart from the basic salary schedule.

Section 4. Salaries for Elementary Team Leaders for 1987-89: The wages and salaries reflected in Schedule E attached hereto, shall be a part of this Agreement.

Subd. 1. As defined in the PELRA, teachers may apply for and/or be assigned by the administration as team leaders. Payments as reflected in Schedule E shall be made separate and apart from the basic salary schedule.

Section 5. Contract Teachers as Substitutes: A secondary school contract teacher may be assigned by the principal to teach during his/her preparation time. These assignments will only be made in an emergency or when a regular substitute teacher is not available. The teacher will be paid pro rata at the substitute rate of pay.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection: The selection of insurance carriers and policies shall be made by the School Board.

Subd. 1. Health and Hospitalization Insurance:

- a) Single Coverage: The School Board shall pay a sum of \$66.02 per month which represents full premium for individual coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in the School Board's group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.
- b) Family Coverage: The School Board shall contribute \$169.79 per month which represents seventy-five percent (75%) of the premium cost for family/dependent coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in the School District's basic group health and hospitalization plan and who qualifies for family/dependent coverage. Any additional cost of the

premium shall be borne by the teacher and paid by payroll deduction.

When an employee and his/her spouse are both employed by the school district and are eligible for the school district's basic group health/hospitalization plan, one employee will be provided the contribution for dependent coverage in the basic plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for individual coverage of the basic plan will be credited toward the premium cost of the family/dependent plan elected by the employees. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

- c) HMO: Beginning July 1, 1978, a teacher may apply the actual monthly contribution made by the employer for health and hospitalization insurance as designated in Subd. 1 (a) and (b) above, toward the District designated health maintenance organization (HMO). Under no circumstances will the amount contributed for the HMO plan exceed the contribution for the District's health/hospitalization plan. The additional cost of the HMO premium will be borne by the teacher and paid by payroll deduction.
- d) Teachers who have qualified for long-term disability insurance and who previously qualified for the District's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the teacher at his/her expense.

Subd. 2. Group Term Life Insurance: The School Board shall pay the sum of \$1.80 per year which represents full premium for each \$1,000 coverage for group term life insurance for all full-time teachers employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Full-time teachers who qualify and enroll will be covered by the group term life insurance to the extent of one (1) times base annual salary calculated to the nearest \$500. Any additional cost of the premium shall be borne by the teacher and paid by payroll deductions.

Subd. 3. Supplemental Group Term Life Insurance: Full-time teachers shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Subd. 2, to purchase supplemental group term life insurance in the amounts of either \$25,000 or \$50,000.

Subd. 4. Long-Term Disability Income Protection: The School Board shall pay the full premium of \$6.70 per year per

\$1,000 for teacher coverage in the existing long-term disability income protection plan of the School Board for all full-time teachers employed by the School Board who qualify for and enroll in such coverage. This coverage shall apply to base annual salary.

Subd. 5. Dental Insurance:

- a) Single Coverage: The School Board shall pay a sum of \$12.95 per month which represents full premium for individual coverage for each full-time teacher who qualifies for and enrolls in the School District's group dental insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.
- b) Family Coverage: The premium cost of the family/dependent coverage for each full-time teacher who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage shall be paid in total by the teacher and paid by payroll deduction. Whether the District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 2. Eligibility: Full-time contract teachers who are paid under Schedules A and B are eligible for group insurance. Those contract teachers working thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage.

Section 3. Enrollment: All teachers qualifying shall enroll for such coverages in accordance with the procedures established by the School Board.

Section 4. Claims Against the School District: It is understood that the School Board's obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School Board contributions as provided in this Article as long as the teacher is employed by the School Board. Upon termination of employment, all School Board participation and contribution shall cease, effective on the last working day of the month in which employment terminates.

Section 6. Insurance Program Eligibility in the Event of Early Retirement: A teacher who retires prior to age sixty-five (65) is eligible to participate in the health/hospitalization and dental plans but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in

accordance with conditions of the carrier and/or until they qualify for coverage under another program.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall be credited at the beginning of the school year with twelve (12) days sick leave per year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 150 days of sick leave per teacher which will be determined at the end of a given school year. Such accrual shall be non-retroactive.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence. A maximum of two (2) days accrued sick leave may be used during summer school teaching, at the option of the teacher. Utilization of sick leave is one (1) day for two sessions and one-half (1/2) day for one session.

Subd. 4. A teacher may utilize available sick leave, subject to the provisions of this Section and Section 6 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a teacher shall notify the Director of Personnel in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. "The definition of disability shall be as reasonably determined by a licensed physician."

Subd. 5. If there is a question as to the eligibility of a teacher for sick leave, the School Board reserves the right to verify the illness within thirty (30) days after receipt of the employee absence card. In the event that a medical certificate will be required, the teacher will be so advised by the School Board. The OFT will receive a copy of any request for verification.

Subd. 6. Sick leave allowed shall be deducted from the teacher's accrued sick leave days.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form provided by the School Board.

Subd. 8. Any days used in excess of the number of days of sick leave accrued will be deducted from the teacher's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 9. Utilization of Sick Leave Benefits during Absences Covered by Worker's Compensation and/or Long-Term Disability.

- a) Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School Board under the provisions of the Worker's Compensation Act and/or an absence covered by the School Board's long-term disability insurance, the School Board will pay the difference between the compensation received pursuant to the Worker's Compensation Act and/or LTD by the teacher and the teacher's base rate of pay to the extent of the teacher's earned accrual of sick leave.
- b) A deduction shall be made from the teacher's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement worker's compensation and/or LTD payments.
- c) Such payment shall be paid by the School Board to the employee only during the period of disability.
- d) In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e) A teacher who is absent from work as a result of an injury compensable under the Worker's Compensation Act and/or an absence qualifying the teacher for LTD payments who elects to receive sick leave pursuant to this policy shall submit his/her worker's compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.

Subd. 10. Employees who have used all of their accrued sick leave due to an extended or recurring illness may receive a donation from other employees of up to thirty (30) days of sick leave. An employee may donate one (1) day of sick leave per year. Employees donating must have a minimum of sixty (60) days accrued sick leave remaining after their donation. Requests for additional sick leave days pursuant to this Subdivision must be made to the personnel department. Each request will be reviewed on an individual basis. A total of ninety (90) donated days may be used under this subdivision in any given school year. This subdivision is not subject to the grievance procedure.

Section 2. Family Illness or Death:

Subd. 1. Full-time teachers shall be granted up to but not to exceed five (5) days for absence due to death of each member of the teacher's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren and guardian. Such absences shall be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave the cost of the substitute rate of pay shall be deducted from the teacher's salary. Additional absence, but not to exceed five (5) additional days may be granted with the full cost of substitute rate of pay to be deducted from the teacher's salary. In no case shall this additional period exceed five (5) days and such additional absence will not be deducted from accrued sick leave. Exceptions to the immediate family designations may be granted with approval of the School Board.

Subd. 2. Absence due to the death of a family member, not listed as immediate family or close friend shall be limited to one (1) day per year. Such absence will be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay shall be deducted from the teacher's salary.

Subd. 3. Teachers may be granted up to three (3) days absence per year upon approval of the School Board, for illness in the teacher's or spouse's immediate family as defined in Subd. 1. These days shall be deducted from accrued sick leave. If the teacher does not have accrued sick leave, the cost of a substitute rate of pay shall be deducted from the teacher's salary.

Section 3. Jury Service: A teacher summoned to jury duty will be granted time off with pay.

Subd. 1. Teachers who receive a summons are to notify the personnel office immediately of the proposed dates of service.

Subd. 2. Teachers who receive a stipend for jury service are to reimburse the School District for the amount received, minus the mileage allowance if they were on jury duty during school time.

Subd. 3. Teachers will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 are met. Failure to do so will result in a cost of sub deduct.

Section 4. Personal Business Leave: A full-time teacher may be granted a leave, at the discretion of the School Board, of no more than one (1) day per year, accumulative to three (3) days, for business or critical personal situations that arise requiring the teacher's personal attention which cannot be attended to when school is in session and which are not covered under other

provisions of this Agreement. No accrual credit will be given until July 1, 1980. After July 1, 1980, in no event shall a full-time teacher be eligible to use, without loss of pay, more than three (3) personal business leave days in any given year.

Subd. 1. Requests for personal business leave must be made in writing to the building principal and superintendent or his/her designee at least three (3) days in advance, except in event of emergencies. The request need not state the reason for the personal business leave day, but shall state that the day will be used to meet a critical personal situation which will not be of a recreational nature.

Subd. 2. The School Board reserves the right not to grant such leave if under the circumstances the School Board determines that such leave shall not be granted. All leaves must have prior approval, but at no time shall more than one and one-half percent (1-1/2%) of the teachers be granted personal business leave.

Subd. 3. A personal business leave day shall not normally be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year. A request submitted for leave at these times shall clearly state the reasons.

Subd. 4. Two (2) additional days under the provisions of this Section may be granted, with the deduction of a substitute rate of pay.

Section 5. Sabbatical Leave for Study:

Subd. 1. A maximum of one (1) year or two (2) semesters, or three (3) quarters, may be granted to full-time teachers for the purpose of professional improvement through study, subject to the conditions established by the School Board. The minimum length of time which may be granted for a sabbatical leave is one (1) quarter. A sabbatical leave shall not be granted for more than an accumulative total of one (1) year to any teacher in the School District during the duration of his/her service.

Subd. 2. Upon returning from a sabbatical leave of less than one (1) year, a teacher will not be eligible for another sabbatical leave until he/she has completed one (1) calendar year of service in the District. Eligibility determination will be based upon the date of return to service.

Subd. 3. To be eligible for sabbatical leave a teacher must have completed seven (7) years of employment in the School District.

Subd. 4. Sabbatical leave for study shall be limited to teachers centering their study in their areas of major concentration and shall not be used for retraining in a new

area except at the request of the administration. The proposed program of study must be approved in advance by the superintendent of schools.

Subd. 5. Applications for full-year sabbatical leaves shall be submitted in writing to the superintendent at the earliest possible date, but in no case shall this be after April 1, prior to the school year in which the leave is taken. Applications for sabbatical leaves of less than a full year must be submitted in writing to the superintendent at least three (3) months prior to the beginning date of the sabbatical leave being sought.

Subd. 6. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 7. The number of teachers on sabbatical leaves shall be limited to one and one-half percent ($1\frac{1}{2}\%$) of the full-time teachers of the School District.

Subd. 8. If the number of requests for sabbatical leave exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service. The granting of sabbatical leave, however, is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all sabbatical leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 9. The allowance granted to a teacher on sabbatical leave shall be based on one-half ($\frac{1}{2}$) the base contract salary of the individual for the school term during which the leave takes place. However, upon request from the teacher on sabbatical leave, the School Board will pay seventy-five percent (75%) of the base contract salary during the school term in which the leave takes place. In the term following the sabbatical leave, twenty-five percent (25%) of the previous school term's base contract salary will be deducted from the teacher's new base contract salary.

Subd. 10. A teacher who is granted a sabbatical leave of one (1) school year must pledge himself/herself to teach in Independent School District 279 schools for two (2) full years following the termination of the leave. A teacher granted a sabbatical leave of less than one (1) year must pledge himself/herself to teach in Independent School District 279 schools for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the time period as stated above, he/she

shall pay back to the School Board the pro rata part of the sabbatical allowance.

Teachers granted sabbatical leave shall enter into a written agreement with the School Board for the repayment of monies and benefits paid by the School District for the teacher's non-compliance with this Section.

Subd. 11. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position held prior to the leave.

Subd. 12. The procedure for applying for sabbatical leave and for determining the distribution of such leave shall be established by the superintendent.

Subd. 13. A year of sabbatical leave shall not be counted as a year of experience on the salary schedule.

Section 6. Child Care Leave:

Subd. 1. A teacher may be granted a child care leave of absence according to the procedures outlined in this Section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the director of personnel in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The effective beginning date of such leave and its duration or resignation if the teacher so elects, shall be determined by the director of personnel and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of commencement and duration of the leave or the effective date of the resignation, the director of personnel shall review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. Child care leave dates should normally coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break

or quarter break, end of a grading period, end of the school year or the like

- b. The request of the teacher
- c. The specific employment duties of the teacher involved
- d. The health and welfare of the teacher or unborn child
- e. The recommendation of the teacher's physician

Subd. 5. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation, if the teacher elects to resign, the School Board may, but shall not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the teacher to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the teacher and the School Board

Subd. 6. If the teacher complies with all provisions of this Section and a child care leave is granted by the School Board, the School Board shall notify the teacher in writing of its action.

Subd. 7. Interruption of pregnancy will terminate the child care leave. The personnel department may require in all cases forty-five (45) days notice to return.

Subd. 8. A teacher returning from child care leave shall be re-employed in a position for which the teacher is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished pursuant to M.S. 125.12
- b. That the teacher is not physically or mentally disabled from performing the duties of such position

Subd. 9. Failure of the teacher to return pursuant to the date determined in this Section may constitute grounds for termination in the School District pursuant to M.S. 125.12.

Subd. 10. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of

time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 11. The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay.

Subd. 12. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 13. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave.

Subd. 14. A teacher on child care leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school
- b) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 7. Adoption Leave: A teacher may, upon request, be granted a leave for the adoption of a child.

Subd. 1. A teacher making application for adoption leave shall inform the director of personnel in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. The School District may adjust the proposed beginning or ending date of an adoption leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

Subd. 3. In making a determination concerning the commencement and duration of an adoption leave, the School Board shall not in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the teacher to return to his/her employment prior to the date designated in the request for adoption leave

Subd. 4. A teacher returning from adoption leave shall be re-employed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 5. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 6. The parties agree that the applicable periods of probation for the teacher as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A teacher who returns from adoption leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

Subd. 8. A teacher on adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the adoption leave.

Subd. 9. A teacher on adoption leave will be sent a contract from the Personnel Office by certified mail according to the following schedule:

- a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school
- b) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 8. Organizational Leave: The Osseo Federation of Teachers Organization may be granted twenty-five (25) days leave per year to conduct the business of the organization. If used, these days will be designated by the organization president and in no instance shall any one individual be granted more than five (5) days. The cost of these days shall be deducted from the individual's salary in the amount equal to the substitute rate of pay. Request for such leave shall be made to the director of personnel at least three (3) days in advance and will state the reason for the proposed leave.

Section 9. Negotiation Leave: Six (6) members of the OFT's Negotiations Council may be granted three (3) days leave per year for the conduct of direct negotiations with the School Board representative. Such days shall be scheduled with the mutual consent of the School Board representatives. There shall be no pay deduction for these days granted.

Section 10. Long-Term Leave: Full-time certified teachers with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence.

Subd. 1. Leave may be granted for a period of time up to one (1) year.

Subd. 2. A teacher on an approved leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. A teacher on approved leave shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 4. Consideration for granting long-term leaves will be given for:

Education
Health
Re-Training

Election to Political Office
Approved Travel

Subd. 5. Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the director of personnel for his/her recommendation. Final approval will be made by the School Board.

The number of staff on approved leave at any given time shall not exceed two percent (2%) of the total certified teaching staff.

Subd. 6. A teacher on long-term leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school
- b) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 11. Short-Term Leaves (Ten (10) Days or Less): Full-time certified teachers may apply for short-term leave of absence.

Subd. 1. Short-term leave shall be without pay.

Subd. 2. Short-term leave may be granted for not more than ten (10) working days during the period of this contract.

Subd. 3. Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall clearly state the reason for the leave.

Any special conditions or arrangements established by the administrator for a short-term leave, shall be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Short-term leave may be granted only in special circumstances and must be approved by the director of personnel.

Subd. 5. Short-term leave shall normally be available no more than once every year.

Subd. 6. The number of staff on short-term approved leave at any given time shall not exceed one and one-half percent (1-1/2%) of the total certified teaching staff.

Section 12. Peace Corp/Federal Program: Teachers enlisting in the Peace Corp or other federal programs may be granted leaves of absence of up to two (2) years. Any time spent on said leave will not count as experience on the salary schedule.

Subd. 1. Leave may be granted for a period of time up to two (2) years.

Subd. 2. A teacher on an approved leave is eligible to participate in group insurance programs if permitted under the

insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. A teacher on approved leave shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 4. Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the School Board.

The number of staff on approved leave at any given time shall not exceed four (4) people.

Subd. 5. A teacher on Peace Corp/federal program leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school
- b) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 13. Religious Holiday Leave: Teachers may be granted up to three (3) days of religious holidays. Teachers must make application, giving full particulars, to the personnel office at least three (3) days prior to the religious holiday. Upon approval, the personnel office will notify the teacher's immediate supervisor to make the necessary arrangements allowing the teacher to make up the days at some other prearranged time. However, a teacher may utilize provisions outlined in Section 4, Personal Business Leave, if so desired. If the teacher chooses none of the options as outlined herein, leave may be granted with full loss of pay.

Section 14. Early Retirement Severance Pay:

Subd. 1. Full-time teachers who have completed at least fifteen (15) years of continuous service with the School District, who are at least fifty-five (55) years of age, shall be eligible for early retirement severance pay pursuant to the provisions of this Section upon submission of written resignation accepted by the School Board, provided that such notification is given prior to April 1.

Subd. 2. This Article shall apply only to teachers whose service has been full-time as defined by this Agreement.

Subd. 3. A teacher shall be eligible to receive as severance pay upon his/her early retirement the amount obtained by multiplying eighty percent (80%) of his/her unused number of sick leave days, but in any event not to exceed one hundred and twenty (120) days times his/her daily rate of pay, subject to the proration formula by age as provided in Subd. 5.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be in the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Subd. 5. A teacher shall be eligible for early retirement severance pay as defined and limited in Subd. 3, according to the following schedule relating to the employee's age at the end of the school year in which early retirement occurs.

Age	55.....100%
	56.....95%
	57.....90%
	58.....85%
	59.....70%
	60.....55%
	61.....40%
	62.....30%
	63.....20%
	64.....10%
	65.....0%

Subd. 6. Severance pay shall be paid by the School Board in equal annual installments during a period of time not to exceed five (5) years from the effective date of retirement and shall not be granted to any teacher who is discharged by the School Board.

Section 15. Extended Leave of Absence:

Subd. 1. Pursuant to Minnesota Statutes 125.60, 354.094 and 354A.091, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 125.60, 354.094 and 354A.091 as of the date

of this agreement.

Subd. 3. Teachers must have a minimum of ten (10) consecutive years of full-time teaching service in the District to be eligible for extended leave of absence.

Subd. 4. Requests for extended leaves of absence must be submitted to the director of personnel by April 1, of the year preceding the school year for which the extended leave would commence.

Section 16. Eligibility for Leave and Absence Benefits: Full-time teachers who are paid under Schedules A and B are eligible for leave and absence benefits.

ARTICLE X PART-TIME AND HOURLY RATE TEACHERS

Section 1. Health Insurance: Contracted teachers working less than forty (40) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis shall be eligible to purchase the School Board's basic group health and hospitalization program (HMO's are excluded) subject to conditions established by the carrier. The full cost of the plan shall be borne by the teacher and paid by payroll deduction.

Section 2. Life Insurance: The School Board shall pay a sum of \$1.80 per year which represents full premium for each \$1,000 coverage for group term life insurance for each contracted teacher working less than forty (40) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis who qualify for and enroll in the existing group term life insurance plan of the School Board. The amount of life insurance provided shall be \$10,000, subject to the conditions of the carrier.

Section 3. Supplemental Group Term Life Insurance: Contracted teachers working less than forty (40) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amount of \$10,000.

Section 4. Leaves of Absence: Contracted teachers working less than forty (40) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis shall be eligible for leave and absence benefits. Sick leave and personal/business leave shall accrue at the same rate as outlined in Article IX, Section 1 and 4. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status, (full-time to part-time or part-time to full-time), the accrued days will follow the teacher and be equal in value to the teacher's new status.

Section 5. Salary and Rates of Pay:

Subd. 1. Contracted teachers working less than forty (40) hours per week shall be paid according to Schedule A for 1987-88 and Schedule B for 1988-89.

Subd. 2. Tutor/supplemental teachers and other teachers paid on an hourly basis shall be paid according to Schedule D for 1987-88 and 1988-89.

ARTICLE XI HOURS OF SERVICE

Section 1. Definitions: The normal work week is forty (40) hours. Teachers shall report for duty not less than twenty (20) minutes before the opening of school in the morning and shall remain twenty (20) minutes after school is dismissed. Teachers will be available for normal duties beyond these times if assigned by the principal.

Section 2. Pupil Supervision: The normal duties include a reasonable share of extra-curricular, co-curricular and supervisory activities, as determined by the principal, superintendent, or School Board. In addition to the basic school day or week, teachers may be required by the School Board or its designated representatives to participate in school activities.

Section 3. Professional Responsibilities: Normal duties include meetings called by principals, department chairpersons and central administrative staff which may necessitate a longer teacher's day or week. Moreover, an important function of a teacher is to work with students on an individual basis and, to accomplish this, a longer teacher's day or week may be necessary.

Section 4. Duty Free Lunch Period: Each teacher shall have a duty free lunch period of approximately thirty (30) minutes.

ARTICLE XII LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 126.12, the School Board shall, prior to April 1, of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two (2) school years, and the teacher shall perform services on those days as determined by the School Board including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s)

in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School Board may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Subd. 3. In the event that teacher duty days are not scheduled for the regular duty year, due to a work stoppage, the teacher's compensation shall be reduced pro rata of the teacher's basic salary.

Section 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week in Section 2 hereof, the School Board shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

- a) The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- b) The OFT may be represented at any level of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as any week day not designated as a holiday by the School District. During the summer break period a working day is defined as any week day not designated as a holiday by the School District.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the

period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level 1 of this grievance procedure, shall be in writing setting forth the decisions and will be transmitted to all parties of interest and to the OFT.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the principal or supervisor and the personnel department. The personnel department will forward a copy of the written grievance to the OFT. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment of Grievances: Any written grievance submitted shall be with the consent of the OFT. A teacher filing a written grievance without the consent of the OFT shall bear all costs of the grievance. Any decision on any grievance at any level without the presence of the OFT shall have no bearing on this Agreement nor shall it set any precedent on this Agreement, or on any future grievance so filed with the consent of the OFT. The School Board, the teacher, and the OFT's representative shall attempt to adjust grievances which may arise during the course of employment of any teacher within the School District in the following manner.

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party, the principal or supervisor and the OFT representative. Through these discussions the parties shall attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the principal or supervisor. A copy of such written grievance must simultaneously be filed with the personnel department. The principal or immediate supervisor shall give a written decision on the grievance to

the parties involved within five (5) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate,

attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon the arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following unless mutually waived by the parties:

- (1) The issues involved
- (2) Statement of facts
- (3) Position of the grievant

- b) The School Board shall make a similar submission of information in accordance with Subd. 4 a) above unless mutually waived by the parties.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of the arbitration decisions as provided in the PELRA of 1971, as amended.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be borne by the party requesting it.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. General:

Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Teacher Rights: Nothing herein shall be construed to limit, impair or affect the right of any teacher, or group of teachers, as provided in state statutes.

ARTICLE XIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 1989, and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the commencement of school in 1989, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 1989, it shall give written notice of such intent no later than April 1, 1989, including complete language and detail of proposed changes.

If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the OFT representing the teachers of Independent School District 279. The provisions herein relating to the terms and conditions of employment, supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

Section 3. Finality: Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as provided in Article XIV, Section 5.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 5. Savings Clause: Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders shall be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

BOARD OF EDUCATION
DISTRICT 279

SCHEDULE A
1987-88 SALARY SCHEDULE

Step	I BA	II BA+15	III BA+30	IV BA+45*	V MA	VI MA+15	VII MA+30	VIII MA+45
2	20500	21040	21790	22480	24680	25380	26070	26760
3	21300	21950	22690	23380	25810	26560	27270	27970
4	22140	22870	23600	24380	26990	27780	28520	29230
5	22970	23750	24580	25400	28190	29010	29780	30490
6	23810	24680	25520	26560	29470	30270	31060	31760
7	24640	25600	26540	27700	30720	31550	32350	33080
8	25500	26540	27560	28900	32060	32860	33670	34410
9	26360	27500	28620	30090	33370	34180	34980	35730
10	27250	28460	29720	31390	34730	35530	36370	37180
11	28250	29560	30860	32780	36430	37450	38490	39550
12	28940	30300	31630	33580	37330	38380	39450	40520

a 17	29460	30820	32150	34100	37860	38910	39980	41050
b 21	29980	31340	32670	34630	38380	39430	40510	41600

*MA Out of Field

Any faculty member with less than a BA degree shall be paid \$20,500.

- a. Experience step to be granted after 16 years of teaching experience in the district.
- b. Experience step to be granted after 20 years of teaching experience in the district.

BOARD OF EDUCATION
DISTRICT 279

SCHEDULE B
1988-89 SALARY SCHEDULE

Step	I BA	II BA+15	III BA+30	IV BA+45*	V MA	VI MA+15	VII MA+30	VIII MA+45
2	21000	21360	22120	22810	25050	25760	26460	27160
3	21620	22280	23030	23730	26200	26960	27680	28390
4	22480	23210	23950	24750	27400	28190	28950	29670
5	23310	24110	24950	25780	28610	29450	30230	30940
6	24170	25050	25900	26960	29910	30720	31520	32240
7	25010	25980	26940	28110	31180	32020	32840	33570
8	25880	26940	27980	29330	32540	33350	34170	34930
9	26760	27920	29050	30550	33870	34690	35510	36260
10	27660	28890	30170	31860	35250	36060	36920	37740
11	28670	30010	31320	33280	36980	38020	39070	40150
12	29830	31200	32580	34590	38450	39530	40640	41740

a 17	30340	31740	33110	35130	38990	40070	41180	42280
b 21	30880	32280	33650	35670	39530	40620	41730	43000

*MA Out of Field

Any faculty member with less than a BA degree shall be paid \$21,000.

- a. Experience step to be granted after 16 years of teaching experience in the district.
- b. Experience step to be granted after 20 years of teaching experience in the district.

SCHEDULE C
1987-89 EXTRA-CURRICULAR SALARY

SENIOR HIGH

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 10*</u>
<u>GROUP I - Athletic Director</u>	3545	3680	3930
<u>GROUP II - Football, Basketball,</u>			
<u>Hockey, Equipment Manager, Wrestling</u>			
Head Coach	3150	3280	3500
Ass't. & J.V.	2350	2480	2645
<u>GROUP III - Volleyball, Soccer,</u>			
<u>Gymnastics, Swimming, Diving Coach</u>			
Head Coach	2780	2915	3110
Ass't.	1985	2120	2260
<u>GROUP IV - Baseball, Track, Softball</u>			
Head Coach	2585	2680	2840
Ass't.	1835	1940	2055
<u>GROUP V - Cross County Ski, Golf,</u>			
<u>Synch. Swimming</u>			
Head Coach	2285	2380	2540
Ass't.	1685	1790	1905
<u>GROUP VI - Tennis, Adaptive Sports,</u>			
<u>Cross Country</u>			
Head Coach	1830	1925	2055
Ass't.	1330	1430	1525
<u>GROUP VII - Speech, Dramatics,</u>			
<u>Publications</u>			
Academic Clubs, 1-Act			
Play, Lit. Mag.	745	815	865
Variety, 3-Act	1040	1135	1210
Debate Coach	1645	1730	1845
Debate Ass't.	1175	1270	1350
Declamation	1070	1135	1210
Declamation Ass't.	680	745	790
Annual	1845	1940	2070
Newspaper	1540	1645	1755
<u>GROUP VIII- Danceline, Cheer-</u>			
<u>leading, Student Government Advisor</u>			
Head	1340	1440	1535
Ass't.	970	1065	1135
<u>GROUP IX - Musical Productions</u>			
Drama Director	1845	1940	2070
Vocal Music Director	1845	1940	2070
Orchestra Director	935	1040	1105
Technical Director	935	1040	1105

*Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level. (i.e. Junior High, Basketball)

SCHEDULE C
1987-89 EXTRA-CURRICULAR SALARY

JUNIOR HIGH

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 10*</u>
<u>GROUP I - Athletic Director</u>	1520	1620	1720
<u>GROUP II - Football, Wrestling,</u> <u>Equip. Mgr., Basketball,</u> <u>Gymnastics, Swimming, Synch.</u> <u>Swimming, Volleyball</u>			
7th, 8th, & 9th Grade Coach	1385	1485	1580
<u>GROUP III - Track, Tennis, Golf,</u> <u>Cross Country, Cheerleading,</u> <u>Softball, Operetta Director</u>			
7th, 8th, & 9th Grade Coach	1125	1230	1310
<u>GROUP IV - Drama, Debate, Play</u> <u>Director, Newspaper, Photo Club,</u> <u>Academic Clubs, Special Activities,</u> <u>Annual, Student Council Advisor</u>			
	620	720	765

SCHEDULE C
1987-89 EXTRA-CURRICULAR SALARY

OTHER ACTIVITIES

	<u>AMOUNT</u>	<u>STEP 10*</u>
<u>GROUP I - Music Activities</u>		
1. High School Band Director	1600	1705
2. High School Vocal Music Director	1600	1705
3. Junior High Band Director	545	580
4. Junior High Vocal Director	545	580
5. Junior High Orchestra Director	545	580
6. Summer Marching Band Director	1350	1440
7. Summer Marching Band Director Assistant	775	825
8. High School Orchestra Director	900	955
9. High School Fall Pep Band Director	980	1040
10. High School Winter Pep Band Director	980	1040
<u>GROUP II - Class Advisors</u>		
1. Class Advisors	625	665
2. National Honor Society	625	665
<u>GROUP III - Elementary School Activities</u>		
1. School Patrol	625	665
2. Elementary Band Director	365	385
3. Elementary Vocal Director	365	385
4. Elementary Orchestra Director	365	385
5. Elementary Select Choir Director	1160	1235
6. Elementary Select Choir Accompanist	625	665

*Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level. (i.e. Junior High, Basketball)

SCHEDULE C
1987-89 EXTRA-CURRICULAR SALARY

OTHER ACTIVITIES (Continued)

	<u>AMOUNT</u>	<u>STEP 10*</u>
<u>GROUP IV - Other</u>		
1. Auditorium Manager	1860	1985
2. Driver's Education Coordinators	1860	1985

GROUP V- Computer Specialists

Number of Students

0 - 400	640	680
401 - 700	750	795
701 - 1000	855	910
1001 - 1300	965	1025
1301 - 1600	1070	1140
1601	1180	1255

*Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level. (i.e. Junior High, Basketball)

SCHEDULE D
COMPENSATION FOR EXTRA TIME 1987-88 AND 1988-89

a) Extra Time:

- 1) Certified SLBP/hearing impaired tutors/special ed.....\$16.00
- 2) Summer school teaching (max. 4 hours/day).....15.50
- 3) Summer school instrumental instruction.....15.50
- 4) Homebound teaching.....15.50
- 5) Supplemental teaching & Chapter I teachers.....15.50
- 6) Adult education teaching.....15.50
- 7) Summer writing teams (max. 5 hours/day).....15.50
- 8) Special summer assignments.....15.00
- 9) Driver education instruction.....15.00

b) Extended Time:

Teachers may be assigned extended time in their regular duties beyond the school year. All positions of extended time shall be paid at pro rata pay.

c) District Level Resource Teachers:

Subd. 1. Each district level resource teacher will receive the following additional compensation based upon years of service as a resource teacher:

Step 1

1425

Step 2

1700

Step 3

1950

SCHEDULE E
SALARIES OF DEPARTMENT CHAIRPERSONS/ELEMENTARY TEAM LEADERS
1987-88 AND 1988-89

Section 1. Secondary building chairpersons will be compensated as follows in addition to the basic annual teaching salary:

JUNIOR HIGH SCHOOLS

Art	Media
Guidance	Music
Home Economics	Physical Education
Industrial Arts	Science
Language Arts	Social Studies
Mathematics	Special Education

SENIOR HIGH SCHOOLS

Alternative Program	Language Arts
Art	Mathematics
Business Education	Media
Cooperative Program	Music
Foreign Language	Physical Education
Guidance	Science
Home Economics	Social Studies
Industrial Arts	Special Education

Determination of Salary

Each department chairperson will receive \$450 plus \$40 for each full-time equivalency member of the department. Teachers who were assigned as department chairpersons in the 1986-87 school year shall not receive an amount less than received in 1986-87. When new department chairpersons are assigned, they shall be placed as outlined above.

Section 2. Elementary team leaders will be compensated as follows in addition to the basic annual teaching salary:

Each elementary team leader will receive \$450 plus \$40 for each full-time equivalency member of the team.



830536

JULY 31, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

3
JAN 22 1988

Director of Administration
INDEPENDENT SCHOOL DISTRICT NO 279
11200 93rd Avenue
Maple Grove, MN. 55369

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Osseo Minn Indep Sch Dist No 279 Teachers LU 1212 WITH TEACHERS MINNESOTA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1,099
2. Number and location of establishments covered by agreement 21
3. Product, service, or type of business EDUCATION
4. If your agreement has been extended, indicate new expiration date _____

Richard D. Oxenford, Director of Administration
Your Name and Position

612-425-4131 x 650

Area Code/Telephone Number

11200 - 93rd Ave. No.
Address

Maple Grove, MN 55369
City/State/ZIP Code